

# The Orissa Gazette



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## LABOUR & EMPLOYMENT DEPARTMENT

### NOTIFICATION

The 9th September 2005

No. 7648-Ii/15-4/2005/LE.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award dated the 26th July 2005 in I.D. Case No. 3/1994 of the Presiding Officer, Industrial Tribunal, Bhubaneswar to whom the industrial dispute between Shri Jaya Krushna Mohapatra, S/o. Late Sanatana Mohapatra, Ex-Junior Stores Assistant and the Resident Director, representing Tata Refractories Ltd., Belpahar, Sambalpur/ Chief Personel Manager, T.R.L./ General Manager (Admn.) T.R.L., Belpahar was referred for adjudication is hereby published as in the schedule below:—

### SCHEDULE

#### INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE MISC. CASE No. 3 OF 1994 (U/s. 33/A)

Dated the 26th July 2005

#### *Present:*

SK. Jan Hossain, O.S.J.S. (Senior Branch),  
Presiding Officer, Industrial Tribunal,  
Bhubaneswar.

#### *Between:*

Shri Jaya Krushna Mohapatra aged about 42 years,  
S/o. Late Sanatan Mohapatra,  
At/ Aukhama,  
P.O. Sarakapatna,  
Dist. Dhenkanal,  
At present. Qrs. No. N/42, T.R.L. Township,  
Belpahar, Sambalpur.

. . Complainant—Workman

And

1. Resident Director,  
representing Tata Refractories Ltd.,  
Belpahar, Samblapur.
2. Chief Personel Manager, T.R.L.,  
T.R.L. Township, Belpahar,  
Dist. Sambalpur.
3. General Manager (Admn.),  
T.R.L., T.R.L. Township, Belpahar,  
Dist. Sambalpur.

. . Opposite parties—Management

*Appearances:*

<u>Shri Jayakrushna Mohapatra</u>	. . The complainant himself
Shri P.K. Mohanty, Manager, Legal	. . The Opposite Parties—Management

## AWARD

As per the orders of the Hon'ble High Court dated the 16th October 2004 passed in N.P.(C) No. 577 of 2002, this Misc. case was posted to today for recording settlement of the dispute between the parties. Pursuant to such direction both the parties appeared today and filed a memorandum of settlement drawn-up in Form. K and prayed to pass an Award in terms thereof.

2. The terms of the settlement are read over and explained to the complainant workman, who is present today and so also to the representative of the Management and they admitted the same to be true and correct. The terms of settlement being fair are recorded. An award is accordingly passed in terms of the settlement, which do form part of the Award.

Form K  
(See rule 64)

Memorandum of settlement between the Management of Tata Refractories Limited and Mr. J.K. Mohapatra, Ex-P No. 1850, Ex-Junior Stores Assistant.

*Present:*

Management side

Employee

1. Dr. Tarapada Dash

1. Mr. J.K. Mohapatra

2. Mr. S.R. Sahu

*Short recital of the case*

WHEREAS Mr. J.K. Mohapatra filed a petition before the Industrial Tribunal, Bhubaneswar under section 33/A of the Industrial Disputes Act, 1947 challenging the order of dismissal, and

WHEREAS the said Misc. Case was subsequently transferred to Industrial Tribunal, Rourkela and registered as Misc. Case No. 3/97 (33/A), and

WHEREAS the Management of Tata Refractories Limited filed a writ petition in the Hon'ble High Court of Orissa bearing writ petition (C) No. 577 of 2002 challenging an order of the Presiding Officer, and

WHEREAS the litigation is still continuing in different stages, and parties are uncertain about the result thereof, and

WHEREAS the well wishers of both the parties intervened in the matter for an amicable settlement of the disputes and, after protracted discussion between the parties, the disputes are resolved on the following terms and conditions:

Terms of Settlement

1. It is agreed by and between the parties that the separation between the parties with effect from 26-11-1993 is final and no parties dispute the same.

2. That, either party shall not claim any amount from the other side, save and excepts, as stipulated hereunder.

3. That, both the parties shall file a joint petition before the Hon'ble High Court of Orissa to dispose off the writ petition and I.D. Misc. case No. 3/97 in terms of this settlement and after, the necessary order is passed in accordance with the terms of this settlement, the Management shall pay a sum of Rs. 30,000 (Rupees thirty thousand) only to Mr. J.K. Mohapatra as a gesture of goodwill within 15 days of disposal of the cases.

4. That, Mr. J.K. Mohapatra shall be entitled to all statutory dues to which he is entitled from Management.

5. That on implementation of the settlement there shall be no dispute between the parties nor shall there be any relation between the parties.

Both the parties agreed that this being an amicable settlement in respect of Mr J.K. Mohapatra with a spirit of goodwill and trust, this settlement is signed on this 21st day of September 2004.

Management Side	Signature	Sd. Jaya Krushna Mohapatra
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1. Sd. Illegible

2. Sd. Illegible

Witness

1. Sd. Illegible

2. Sd. Trilok Taran Tripathy

Dictated and corrected by me.

Sk. JAN HOSSAIN,  
26-07-2005  
Presiding Officer,  
Industrial Tribunal,  
Bhubaneswar.

Sk. JAN HOSSAIN,  
26-07-2005  
Presiding Officer,  
Industrial Tribunal,  
Bhubaneswar.

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By order of the Governor

D.MISHRA  
Under-Secretary to Government